

EXHIBIT 1

MURRAY L. GREENFIELD & ASSOCIATES

By: Murray L. Greenfield, Esquire

Attorney for Plaintiff

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Philadelphia, PA 19115

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ASSESSMENT OF DAMAGES HEARING:

☒ IS ☐ IS NOT REQUIRED
☒ Jury ☐ Non-jury ☐ Arbitration

ALI OUALI and MARGARET OUALI, H/W
7008 WAYNE AVENUE
UPPER DARBY, PA 19082

v.

SAFECO INSURANCE COMPANY
175 BERKELEY STREET
BOSTON, MA 02116

COURT OF COMMON PLEAS

DELAWARE COUNTY

NO.

CIVIL ACTION

Motor Vehicle Accident

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpia con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDITAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

DELAWARE COUNTY BAR ASSOCIATION
FRONT & LEMON STREET
MEDIA, PENNSYLVANIA 19063
(610) 566-6625

COMPLAINT

1. Plaintiff, Ali Ouali is an adult individual residing at the above-captioned address.

At the time of this incident Plaintiff resided at 7008 Wayne Avenue, Upper Darby, PA 19082.

2. Plaintiff, Margaret Ouali is an adult individual residing at the above-captioned address. At the time of this incident Plaintiff resided at 7008 Wayne Avenue, Upper Darby, PA 19082.

3. Defendant, Safeco Insurance Company, is a corporate entity authorized to conduct business in the Commonwealth of Pennsylvania, with a corporate headquarters at the above-captioned address.

4. On or about September 14, 2022, Plaintiff Ali Ouali was traveling on Market Street and came to a stop at the 60th Street intersection in Philadelphia County, Pennsylvania. While he was stopped at the traffic signal on a red light, he was struck in the rear by a vehicle that after the collision left the scene of the accident and therefore is considered uninsured for purposes of this litigation. Said accident caused severe and extensive injuries to Plaintiff, as is set forth more fully at length below.

5. At all relevant times hereto, Defendant acted by and through their agents, work persons, employees and/or servants then and there acting within the course and scope of their authority, duties and/or employment for Defendant.

6. At the time of the aforesaid accident, Plaintiff was traveling in his personal vehicle, a 2017 Honda Accord Hybrid which maintained a policy of insurance which was issued by Defendant, Safeco Insurance Company, under policy number K3575732 which included coverage for uninsured motorist benefits.

7. This accident was caused solely from the negligence and carelessness of the tortfeasor and was in no manner whatsoever due to any act of negligence on the part of Plaintiff.

COUNT I – UNINSURED MOTORIST BENEFITS
ALI OUALI v. SAFECO INSURANCE COMPANY

8. Plaintiff, Ali Ouali hereby incorporates Paragraphs 1-7 as if same were set forth at length herein.

9. At the time of the motor vehicle accident, the aforesaid policy of insurance was in full force and effect and Plaintiff was entitled to coverage for uninsured benefits.

10. The tortfeasor left the scene of the accident without providing his identity or any insurance information. In accordance with his policy of insurance, Plaintiff promptly notified the police.

11. At the time of the motor vehicle accident, the aforesaid policy of insurance provided for uninsured motorist coverage up to One Hundred Thousand (\$100,000.00) Dollars available for Plaintiff.

12. Because the tortfeasor was not able to be located Plaintiff has asserted a claim against Defendant, Safeco Insurance Company, for uninsured motorist benefits arising out of the aforesaid automobile accident.

13. The cause of the collision was the reckless, careless and negligent conduct of the tortfeasor.

14. As a result of the collision, Plaintiff, suffered serious, severe and permanent bodily injuries as set forth more fully herein.

15. As a direct result of the negligence, carelessness and recklessness of the tortfeasor, Plaintiff sustained various injuries to his body, including but not limited to, multi-level lumbar disc protrusions, lumbar radiculopathy, low back pain requiring an epidural injection at L5-S1, cervical whiplash, cervical, thoracic and lumbar sprain and strain, bilateral shoulder sprains and headaches, the extent of which is not yet known; which injuries have

prevented him, and may continue to prevent him, from attending to his daily and usual duties and occupations; all of which injuries and conditions are, or may be, permanent in nature.

16. As a further result of the said accident, Plaintiff has suffered severe pain, mental anguish, humiliation, and embarrassment, and he will continue to suffer same for an indefinite period of time in the future.

17. As a further result of the said accident, Plaintiff has and will probably in the future, be obliged to receive and undergo medical attention, which was or will be reasonable and necessary arising from the aforesaid accident and will otherwise incur various expenditures for the injuries he has suffered.

18. As a further result of the said accident, Plaintiff has incurred medical expenses that were reasonable, necessary, and causally related to the aforesaid accident as a result of the injuries he sustained in this accident.

19. As a further result of the said accident, Plaintiff has been unable to attend to his daily chores, duties, and occupations, and he will be unable to do so for an indefinite time in the future, all to his great financial detriment and loss.

20. As a further result of the said accident, Plaintiff has and will suffer severe loss of his earnings and/or impairment of his earning capacity.

WHEREFORE, Plaintiff, Ali Ouali, demands judgment in his favor and against Defendant, Safeco Insurance Company for compensatory damages in excess of Fifty Thousand Dollars (\$50,000.00) together with interest and costs of suit.

COUNT II – BAD FAITH
ALI OUALI V. SAFECO INSURANCE COMPANY

21. Plaintiff incorporates herein by reference the allegations contained in the above paragraphs as though the same were set forth at length herein.

22. The actions of Defendant, Safeco Insurance Company in handling of Plaintiffs' uninsured motorist claim constitutes bad faith as defined under 42 Pa. C.S.A. §8371 as follows:

(a) Failing to evaluate Plaintiffs' claims objectively and fairly based on information and documents provided by counsel including medical records, photographs, the police report and 3rd party insurance correspondence;

(b) Failing to re-evaluate Plaintiffs' claims objectively and fairly based on new information;

(c) Engaging in dilatory and abusive claims handling;

(d) Failing to adopt or implement reasonable standards in evaluating Plaintiffs' claims.

(e) Acting unreasonably and unfairly in response to Plaintiffs' claims;

(f) Not attempting in good faith to effectuate a fair, prompt and equitable settlement of Plaintiffs' claim in which the Defendant liability under the policy had become reasonably clear;

(g) Subordinating the interests of its insured and those entitled under its insured's coverage to its own financial monetary interests;

(h) Failing to promptly offer reasonable payment to the Plaintiffs;

(i) Failing to reasonably and adequately investigate Plaintiffs' claims.

(j) Failing to reasonably and adequately evaluate or review the medical documentation in Defendant's possession;

(k) Violating the fiduciary duty owed to the Plaintiffs;

(l) Acting unreasonably and unfairly by withholding underinsured motorist benefits justly due and owing to the Plaintiffs;

- (m) Failing to make an honest, intelligent and objective settlement offer;
- (n) Causing Plaintiffs to expend money on the presentation of their claim; and
- (o) Causing Plaintiffs to bear the stress and anxiety associated with litigation.

23. An insurer such as Defendant, Safeco Insurance Company has a fiduciary, contractual and statutory obligation to those such as the Plaintiffs.

24. At all relevant times, Plaintiffs fully complied with the terms and conditions of their policy and all conditions precedent and subsequent to their right to recover under the policy.

25. For the reasons set forth above, Defendant, Safeco Insurance Company has violated the policy of insurance, its obligations as an insurer, has failed to act toward the Plaintiffs in good faith and has violated 42 Pa.C.S.A. § 8371 for which Defendant is liable for compensatory and punitive damages, together with interest, attorney's fees and such other relief as the court deems appropriate.

26. Defendant, Safeco Insurance Company has engaged in wanton and reckless conduct with regard to the welfare, interest and rights of the Plaintiffs and is liable for their bad faith conduct.

WHEREFORE, Plaintiffs demands judgment against Defendant, Safeco Insurance Company and in their favor in an amount in excess of Fifty Thousand Dollars (\$50,000.00) for compensatory damages, punitive damages, interest, costs of suit, attorneys fee and any other damages allowed by 42 Pa. C.S.A. §8371

COUNT III
MARGARET OUALI V. SAFECO INSURANCE COMPANY

27. Plaintiff incorporates by reference paragraphs 1 through 26 as though same were fully set forth herein at length.

28. Plaintiff, Margaret Ouali is the lawful wife of Plaintiff, Ali Ouali, for all times relevant to this lawsuit.

29. As a direct and proximate result of the conduct of the Defendant, Safeco Insurance Company as aforesaid, the Plaintiff, Margaret Ouali has and will suffer the loss of sex, services and companionship of her husband, Plaintiff, Ali Ouali to her great detriment and loss.

30. As a further direct and proximate result of the conduct of the Defendant, Safeco Insurance Company as aforesaid, Plaintiff, Margaret Ouali may and probably will be obligated to expend various sums of money in and about an effort to affect a cure for the conditions and injuries of her husband as aforesaid.

WHEREFORE, Plaintiff, Margaret Ouali demands judgment in her favor and against Defendant, Safeco Insurance Company in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs and interests.

MURRAY L. GREENFIELD & ASSOCIATES



MURRAY L. GREENFIELD, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

I, ALI OUALI, verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

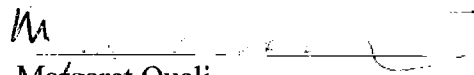


Ali Ouali

Date: Mar 1st 24

VERIFICATION

I, MARGARET OUALI, verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.


Margaret Ouali

Date: 